



GAIL FARBER, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 01, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**ALAMITOS BARRIER PROJECT GROUNDWATER MODEL
COOPERATIVE AGREEMENT
IN THE CITIES OF LONG BEACH AND SEAL BEACH
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to enter into a cooperative agreement with the Orange County Water District and the Water Replenishment District of Southern California to jointly fund the development of a groundwater model for the Alamitos Barrier Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that entering into this cooperative agreement is statutorily exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the Orange County Water District and the Water Replenishment District of Southern California to jointly fund the development of a groundwater model for the Alamitos Barrier Project located in the Cities of Long Beach and Seal Beach. The total cost of the project is estimated to be \$270,000 and will be financed by the Orange County Water District. Under this cooperative agreement, the Los Angeles County Flood Control District and the Water Replenishment District of Southern California will each reimburse the Orange County Water District for one-third of the cost to develop the model, up to \$90,000 each. Funds for the Los Angeles County Flood Control District's share of the project are available in the Fiscal Year 2009-10 Los Angeles County Flood Control District Fund Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to jointly fund the development of a groundwater model for the Alamitos Barrier Project (ABP). The groundwater model will be used by the Department of Public Works (Public Works) to operate the ABP more efficiently and to identify locations where new injection wells are needed to prevent seawater intrusion. The ABP is jointly owned by the Los Angeles County Flood Control District (LACFCD) and the Orange County Water District (OCWD) and is operated by the LACFCD. Freshwater is injected into the underlying aquifers by the LACFCD to conserve water and develop a pressure ridge that prevents seawater from intruding into and degrading the underground water supply.

On August 11, 2009, your Board authorized entering into a cooperative agreement for the Alamitos Barrier Project Condition Assessment with OCWD and Water Replenishment District of Southern California (WRD), which will focus on evaluating existing barrier infrastructure. This groundwater modeling project differs in that it will focus on evaluating groundwater conditions and identifying any operational deficiencies.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Children, Family and Adult Well-Being (Goal 2). The recommended actions will help achieve these goals by improving operations of infrastructure to better serve the public and by building partnerships with other government agencies.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of developing the groundwater model is estimated to be \$270,000 and will be financed by the OCWD. Under this cooperative agreement, LACFCD and the WRD will each reimburse the OCWD for one-third of the cost to develop the model, up to \$90,000 each. Funds for LACFCD's share of the project are available in the Fiscal Year 2009-10 Los Angeles County Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The OCWD is the lead agency for the model and will be collecting the funds from each participating agency necessary to develop the model. An agreement substantially similar to the agreement enclosed as Exhibit A, previously approved as to form by County Counsel, will be used to collect funds from the LACFCD and the WRD.

The groundwater model will be used by Public Works to operate the ABP more efficiently and to identify locations where new injection wells are needed to prevent seawater intrusion.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA guidelines. This exemption provides for feasibility or planning studies for possible future actions, which have not been approved, adopted, or funded.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The groundwater model will improve the operation of Public Works infrastructure and identify locations where new injection wells are needed to protect our groundwater supply from seawater intrusion.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Water Resources Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:MP:abc

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

**Agreement between
Los Angeles County Flood Control District,
Orange County Water District,
and
Water Replenishment District of Southern California
to
Jointly Fund Groundwater Modeling of
The Alamitos Barrier Project**

This Agreement is entered into this ____ day of _____, 2009, ("Effective Date") by and between the Los Angeles County Flood Control District ("LACFCD"), the Orange County Water District ("OCWD"), and the Water Replenishment District of Southern California ("WRD"), collectively referred to hereafter as "Parties" or individually as "Party."

SECTION 1 – RECITALS

1. The County of Los Angeles and County of Orange are home to approximately 10 million and 3 million residents, respectively, who depend on reliable sources of water.
2. Approximately two-thirds of the water supply is imported from sources outside of the region.
3. In addition to imported water, the water supply also depends on groundwater that is recharged from a variety of sources, including injection at the Alamitos Barrier Project ("BARRIER").
4. LACFCD is a special district organized and operating under the Los Angeles County Flood Control Act (hereinafter referred to as Flood Control Act) adopted by the California legislature in 1915.
5. Pursuant to the Flood Control Act, LACFCD is authorized to manage flood control and water conservation facilities within its boundaries, and said efforts include injection of water at the BARRIER to recharge the groundwater basins within the County of Los Angeles, including the subterranean regional aquifer known as the Central Groundwater Basin ("Central Basin") of Los Angeles County.
6. LACFCD and OCWD own, and LACFCD operates, the BARRIER, which consists of injection wells, observation wells, extraction wells, water supply lines, pressure-reduction facilities, and related appurtenances for the purpose of injecting water; including to aid in the replenishment of the water supply of the Central Basin and Orange County Groundwater Basin (Orange County Basin) and to form a hydraulic barrier to prevent seawater from intruding into the Central Basin and Orange County Basin.

7. WRD is a special district created pursuant to California Water Code, Section 60000, *et seq.*, adopted by the California legislature in 1955.
8. WRD has operated since 1959 to protect and preserve the quantity and quality of the groundwater supplies in the Central and West Coast groundwater basins which serve as the source of nearly 40 percent of the water used by the 4 million people overlying WRD's 420-square-mile service area.
9. WRD's mission includes managing and safeguarding the groundwater resources of the Central Basin by ensuring its water quality and by maximizing the amount of groundwater in the basins.
10. OCWD is a special district created by the Orange County Water District Act adopted by the California legislature in 1933.
11. OCWD has operated since 1933 to manage the Orange County Basin, which supplies water to more than 20 cities and water agencies to serve more 2.3 million Orange County residents.
12. OCWD's mission includes managing and safeguarding the groundwater resources of the Orange County Basin through water conservation, ensuring its water quality, ensuring a reliable supply of water for the region, and maximizing the amount of groundwater in the basin.
13. WRD supplies reclaimed water and purchases imported water for the BARRIER, OCWD purchases both reclaimed water and imported water for the BARRIER, and LACFCD conveys and injects the water into the BARRIER.
14. OCWD and WRD benefit from the efforts of LACFCD to inject water at the BARRIER to replenish the water supply of the Central and/or Orange County Basins and to prevent seawater from intruding into the Central and/or Orange County Basins.
15. LACFCD, OCWD, and WRD desire to jointly fund the development of a groundwater model ("MODEL") of the BARRIER in a format available in the public domain, and to share the model for operational and compliance reporting purposes.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD, OCWD, and WRD, and of the premises herein contained, it is hereby agreed by the Parties as follows:

SECTION 2 – SCOPE OF WORK

The Scope of Work for the development of the MODEL was developed jointly by the Parties as described in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 3 – REQUEST FOR PROPOSALS/CONSULTANT SELECTION

OCWD shall have the authority to hire a third-party consultant ("Consultant") to perform the Scope of Work by means of procurement procedures that satisfy OCWD's normal procurement and contract process. At the time of the selection of the Consultant to perform the Scope of Work under this Agreement, OCWD shall include WRD and LACFCD on the proposal selection committee. The selected Consultant shall be awarded a contract by OCWD to perform the Scope of Work. The Consultant shall be required as part of the contract terms to indemnify, defend, hold harmless and insure LACFCD and WRD to the same extent as OCWD.

SECTION 4 – PAYMENTS

LACFCD and WRD shall each be responsible for reimbursing OCWD for Consultant services in the amount of Ninety Thousand Dollars (\$90,000) or one-third of the total amount invoiced to OCWD by the Consultant, whichever is less. OCWD shall invoice LACFCD and WRD periodically based on invoices received from the selected Consultant. OCWD shall be responsible for all costs in excess of said contributions by LACFCD and WRD. LACFCD and WRD will not reimburse OCWD for any additional costs to perform or complete the Scope of Work except pursuant to a written amendment to this Agreement.

SECTION 5 – REVIEW AND OWNERSHIP OF THE MODEL

OCWD shall include both LACFCD and WRD in the review and development of the MODEL. OCWD shall also provide both LACFCD and WRD with copies of the final executable form of the MODEL, along with copies of any manuals, documents, and any other reports generated from the development of the MODEL ("DOCUMENTS"). Equal and separate ownership of the MODEL and the DOCUMENTS, including all copyrights and other Intellectual Property and proprietary rights, is held by each of the individual Parties (OCWD, LACFCD, and WRD). Each Party, as a co-owner, has the right to use, update, or modify the MODEL and DOCUMENTS, or publish the results of such usage, updates, or modifications without permission from the other Parties. Additionally, each Party, as a co-owner, has an independent right to use or license the use of the MODEL and DOCUMENTS developed under this Agreement, and to create derivative works, without permission from the other Parties. The Consultant Contract shall clearly establish joint ownership of the MODEL by OCWD, LACFCD and WRD as provided herein.

SECTION 6 – NOTICES

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission to the following addresses:

To: LACFCD
Los Angeles County Department of Public Works
Attention: Assistant Deputy Director – Water Resources Division
900 South Fremont Ave, 2nd Floor
Alhambra, California 91803

To: WRD
Water Replenishment District of Southern California
Attention: General Manager
4040 Paramount Blvd
Lakewood, California 90712

To: OCWD
Orange County Water District
Attention: General Manager
18700 Ward Street
Fountain Valley, California 92708

SECTION 7 - INDEMNIFICATION

(a) LACFCD shall hold harmless, defend at its own expense, and indemnify OCWD and WRD, their respective officers, employees, representatives, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from the negligence or willful misconduct of LACFCD or its officers, employees, representatives, or agents in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from the respective active negligence or willful misconduct of OCWD or WRD, their respective officers, employees, representatives, or agents.

(b) OCWD shall hold harmless, defend at its own expense, and indemnify LACFCD and WRD, their respective officers, employees, representatives, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from the negligence or willful misconduct of OCWD or its officers, employees, representatives, or agents in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from the respective active negligence or willful misconduct of LACFCD or WRD, their respective officers, employees, representatives, or agents.

(c) WRD shall hold harmless, defend at its own expense, and indemnify LACFCD and OCWD, their respective officers, employees, representatives, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable

attorneys' fees, arising from the negligence or willful misconduct of WRD or its officers, employees, representatives, or agents in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from the respective active negligence or willful misconduct of OCWD or LACFCD, their respective officers, employees, representatives, or agents.

SECTION 8 – TERM

The Term of this Agreement shall commence on the Effective Date and shall conclude upon delivery of the completed MODEL by OCWD to WRD and LACFCD. Notwithstanding the preceding sentence, the provisions of Section 7 of the Agreement shall survive the earlier expiration or termination of this Agreement.

SECTION 9 - ASSIGNMENT

No Party to this Agreement shall assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of each of the other Parties to the Agreement.

SECTION 10 - CONSTRUCTION AND AMENDMENT

This Agreement shall be construed in accordance with and governed by the laws of the State of California and any action brought relating to this Agreement shall be brought solely in a court of competent jurisdiction in the county of Los Angeles, California. No amendment to this Agreement shall be valid unless in writing and signed by all of the Parties hereto.

SECTION 11 - INTEGRATION

This Agreement represents the entire understanding of the Parties as to the matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

SECTION 12 – SEVERABILITY

In the event that any provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the date first above written.

APPROVED:

Los Angeles County Flood Control District

By: _____
Chief Engineer

APPROVED AS TO FORM

By: _____
Robert Kalunian, Acting County Counsel

Water Replenishment District of Southern California

By: _____
Albert Robles, President Board of Directors

By: _____
Lillian Kawasaki, Secretary Board of Directors

APPROVED AS TO FORM

By: _____
James Casso, District Counsel

Orange County Water District

By: _____
Michael R. Markus, General Manager

Steven R. Sheldon, President

APPROVED AS TO FORM

By: _____
Joel Kuperberg, District Counsel